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STATE OF WISCONSIN

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of Arbitration

between

Appleton Firefighters Union,  
Local 257, International  
Association of Firefighters,  
AFL-CIO

-and-

The City of Appleton

OPINION & AWARD

Interest Arbitration

WERC Case No. 32541  
MIA-822

Decision No. 21455-A

Before: J.C. Fogelberg  
Neutral Arbitrator

Appearances -

For the Union -

Leroy Waite, Dist. Vice President  
Leslie W. Kasten, Committee Chairman  
Kenneth A. Huspek, Treasurer  
Leonard VanderWyst, Committee Secretary  
William P. Schultz  
John M. Wieinske, Vice President

For the City -

David Bill, Director of Personnel  
Richard Bayer  
Fred Selig, Fire Chief

Preliminary Statement -

On December 5, 1983 Local 257, IAFF, filed a petition with the Wisconsin Employment Relations Commission alleging that an impasse existed between the Union and the City concerning the remaining issues to be included in their new Collective Bargaining Agreement. Said petition was filed pursuant to Section 111.77(3) of the Municipal Employment Relations Act.

Following receipt of the petition, the Commission conducted an informal investigation by a member of its staff who on February 17, 1984 recommended to the Commission that the Parties were at impasse on the existing issues as outlined in their final offers. Accordingly, on March 1, 1984 the Commission certified that an impasse within the meaning of the Act existed between the Union and the Employer with respect to negotiations leading toward a new Collective Bargaining Agreement for the year 1984 covering wages, hours and conditions of employment for firefighting personnel employed by the City of Appleton, and thus ordered compulsory binding interest arbitration to take place between the Parties. Thereafter, on March 13, 1984 the Commission notified the undersigned that he had been selected as the Neutral Arbitrator "for purposes of issuing a final and binding award."

The hearing was convened on Tuesday, May 22, 1984 at City Hall in Appleton, at which time the Parties presented arguments and accompanying documentation in support of their respective positions in connection with the issues outstanding. At the conclusion of the hearing, both sides requested the opportunity to file post-hearing briefs summarizing their arguments. Said briefs were received by the Arbitrator on or before June 9, 1984, at which time the hearing was deemed officially closed.

The Issue -

While the final offers submitted by the Parties to the

Commission in February of last year concerned issues of wage rates and length of contract, at the hearing both sides indicated that the sole remaining issue was limited to the appropriate wage increase to be granted members of the bargaining unit for the contract year 1984.

Position of the Parties -

For the term of the new Collective Bargaining Agreement, the UNION seeks an increase in the established wage structure as set forth in the existing Contract, of 5% across the board retroactive to December 24, 1983, through and including December 22, 1984.

Conversely, the CITY has offered the bargaining unit employees a wage increase of 3.8% over and above the 1982/83 salaries, effective December 25, 1983.

Analysis of the Evidence -

In arriving at the decision that has been made here, the Arbitrator has given careful consideration to each of the criteria enumerated in Section 111.77(6) of the Wisconsin Municipal Employment Relations Act, as they relate to the documents, testimony and written arguments submitted by the Parties.

It is not at all uncommon in analyzing the evidence presented at impasse arbitrations such as this to find that the

Parties have focused the majority of their respective presentations on what they perceived to be the "key factors" among those enumerated in the Act. This dispute is no different inasmuch as both sides have emphasized the areas of comparability (external, internal and private sector), the overall compensation presently paid to bargaining unit members, and increased workloads.\*

A review of the evidence plainly indicates that the Parties are in basic agreement regarding the surrounding communities against which their respective positions should be measured. The record developed at the hearing demonstrates that in 1979 the City and the Union utilized the statutory impasse procedures and went to arbitration for a final settlement of their contract. At that time a collection of cities which are commonly referred to as the "Fox Valley area" were utilized. Specifically they included the municipalities of Green Bay, Menasha, Kaukauna, Sheboygan, Manitowoc, Oshkosh, Neenah and Fond du Lac. Since then these communities have been discussed during negotiations over succeeding contracts for the purpose of arriving at a fair and competitive settlement. Citing these cities the Union maintains that over the past ten years the standing of the firefighters in Appleton has steadily eroded

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\* There is no argument here regarding the ability of the Employer to fund either final position.

from a top ranking in 1974 to fourth in 1983, in terms of wages paid. The Union further contends through their exhibits that both a five and ten year review of wage settlements (and/or arbitration awards) shows Local 257 to rank no better than 6th in terms of actual dollar increases in salaries or in terms of percentage of wage adjustments.

The City does not truly dispute the Union's assessment of their relative position among the comparables, but maintains that the employees are ignoring a rather salient fact when they choose not to analyze their historic ranking in terms of overall compensation received. In support of their argument the Employer introduced four exhibits (numbered 7-10) intending to demonstrate that when fringe benefits are also considered, Appleton's position improved significantly. The Arbitrator would concur with the City in this regard for to ignore the balance of the compensation package of any group of employees is to ignore the realities of the labor negotiations process. At the same time however, a careful analysis of the City's exhibits demonstrates (in the Neutral's view) the reasonableness of the Union's position here.

In the Employer's exhibits 7, 8, 9 and 10, what is of primary importance is the final column marked "Total Compensation." This heading takes into consideration not only base pay but such relevant fringe benefits as insurance, holiday pay and

longevity. City Exhibit 7 demonstrates that in 1983 Appleton ranked 5th in overall compensation paid to its firefighters. (As there were no documents offered by the Employer preceding this date and no real challenge to the Union's position regarding the historic erosion of the Local's standing relative to the comparable communities, it is reasonable to conclude that the 1983 overall ranking does represent a decline in position over the years.) When comparing Appleton to other municipalities within the Fox Valley area, one discovers that at least in 1983, Appleton's total compensation package was relatively close to cities such as Oshkosh, Sheboygan, and Menasha. For example, Appleton's total compensation per firefighter on a monthly basis was \$2,262.47. This amount was approximately 98% of the total package paid to employees similarly situated in Menasha and Oshkosh, and approximately 96% of the compensation paid to firefighters in Neenah. At the same time using the City's calculations, one finds that the monthly compensation paid to Appleton firefighters was approximately 1% higher than that paid to the firefighters in Sheboygan. When these figures are juxtaposed with the 1984 settlements and the relative positions of the Parties here as set forth in Employer Exhibit 8 however, a significant discovery is made. Using the Menasha settlement as cited by the City for the 1984 contract with their firefighters, one finds an implementa-

tion of the Employer's final proposal here would result in an erosion of the relative ranking of Local 257. That is, the total compensation now paid to Menasha firefighters is \$2,420.27. An adoption of the City's final position would result in a total monthly compensation of \$2,346.83. This figure represents 97% of the Menasha settlement versus the previous comparison of 98% referenced above. Conversely, the Union's proposal would retain the 2% differential between the current contract year and 1983. Similar results are found when comparing the remaining settlements set forth in the Employer's exhibit against the respective final positions of the Parties (i.e., an adoption of the Employer's final proposal results in a further erosion in ranking for total compensation when compared to the settlements reached in Green Bay, Sheboygan and Manitowoc, while the Union's position is closer to maintaining the status quo). Moreover the same results can be readily attained when reviewing the data presented by the Employer for total compensation paid to the Driver Engineers (Exhibits 9 and 10).

Similarly, an examination of internal comparisons within the City of Appleton over the past ten years lends further support to the Union's position. Particularly, the Local has shown through their exhibits an erosion of their position vis-a-vis the other main group of safety employees within the

City - the police. A review of one of the Union's exhibits (unnumbered) demonstrates that in 1974 the top monthly salary for a firefighter in the City of Appleton exceeded that of a police officer similarly situated by approximately \$33. By 1981 however, the momentum had shifted and in that year for the first time, a police officer at the top step of his or her schedule, made more money than the firefighters. Since that time the disparity has grown to \$43 per month in 1983. When utilizing the Employer's Exhibit 13, one finds that in 1983 the total cost to the City on a monthly basis for a police officer was \$2,684.74. A similar figure for a firefighter was \$2,649.43, or 98.7% of the policeman's cost. Again, using the Employer's own figures, one finds an adoption of their final position here would result in a further erosion of the firefighter's position in 1984. That is, the 4% settlement reached with the police results in a monthly cost of \$2,792 during the contract year 1984. By adopting the City's position here, the differential between these two bargaining groups would grow to 1.6%. Conversely however, should the Union's proposal be implemented for the current contract year, the more recent trend would cease and firefighters would begin to approach parity with their City counterparts. Again, using the Employer's figures, the monthly cost under the Union's proposal for a firefighter would

be \$2,777.37, or approximately 99.5% of a policeman's monthly compensation. Such a reversal in the trend is reasonable in the Arbitrator's view, when other factors are analyzed, such as the supporting article submitted by the Union by the International City Manager's Association concluding that the work of a firefighter is potentially more hazardous than police work where statistics demonstrate that there is a higher incidence of serious injury among firemen than among policemen.

The Union's position, in the Arbitrator's view, is further enhanced when examining other factors such as the wage increases granted to various internal bargaining units for 1984, the increased workload of the firefighters, and settlements reached with county employees in the surrounding area, as well as private sector settlements.

The evidence demonstrates that all other bargaining units within the City of Appleton have apparently settled their contracts for the year 1984. Reviewing the exhibits of both Parties in this regard, the Arbitrator finds that there has been a mixture of agreements reached in terms of the percentage increases granted to the various employee groups. For example, those employees cited in the Union's exhibits demonstrate settlement rates ranging from 4.9% in the Department of Inspections to 5.2% for Teamster bargaining units. As the Employer points out in their exhibits however, some of these higher settlements are

part of a two year contract agreement and other bargaining units such as the professional employees and police, received 4% wage increases for 1984. While it is true that the City's proposal of 3.8% on wages is closer to the settlement reached with the police and certain craft employees (i.e., 4%), when one takes into consideration the other agreements reached between the Employer and various bargaining units that exceeded the 5% position of the firefighters here, along with the historic comparisons between the fire and police departments and the relative erosion of position for the Local, the Neutral perceives that the reasonableness of this local's final position is not truly damaged when all internal comparisons are taken into consideration. While it may be true as the City contends, that a settlement reached on a one-year 1984 contract is more relevant than a two year package negotiated in 1982 or '83, nevertheless the distance between those agreements and the current situation is not so great as to cause the settlement figures in excess of 5% to be discounted altogether.

Similarly, one finds support for the higher wage adjustment as advanced by the Local when reviewing the settlements reached in Outagamie County - the area in which the majority of the City of Appleton lies. There, according to the Union's documentation, the average wage increase for approximately 600 employees was 4.75% in 1984.

Finally, the factors regarding the alleged increase workload for the firefighters and the concomitant expansion of the City itself as well as the decrease in manpower, warrant consideration. Here the Union points out that over the past ten years the number of firefighters in the Appleton Fire Department has decreased from 107 to 93 or 13%. At the same time, the Local asserts that through changes in job description and annexation of additional areas by the City, the workload has increased. Union exhibits introduced into the record indicate that in 1983 there was a 13% increase in the total number of runs made by the Fire Department and a 10% increase in medical emergency calls. Though the City introduced an exhibit (18) which questioned some of the Union's figures, it must be noted that the employees' data came directly from the annual report prepared by the office of the City's Fire Chief, Fred Selig. Further credence can be lent to the Union's figures through the testimony of the City's witness (Selig) at the hearing wherein he stated that he has made repeated requests to the Employer for additional manpower within his department. Indeed, even the total figures set forth at the bottom of the Employer's exhibit relative to this specific factor, demonstrate the 13% increase in the workload in 1983 over the preceding year. When the unrefuted fact concerning the City's annexation of additional property which includes such areas as shopping malls,

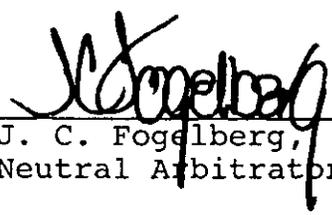
256 additional permanent residents, restaurants, grocery stores and a trailer park is included, it can be seen that the potential for additional work for the firefighting department is certainly present. When this evidence then is grouped with the preceding analysis of comparable wage adjustments both external and internal, the historic patterns developed relative to this bargaining unit, and the undisputed financial good health of the City, one finds that the Union's position is the most reasonable under the circumstances.

Award -

Accordingly, for the reasons set forth above, the Union's position is awarded and the Arbitrator directs the Parties to implement Local 257's 5% wage adjustment for the 1984 Collective Bargaining Agreement.

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Respectfully submitted this 12th day of July, 1984.

  
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J. C. Fogelberg,  
Neutral Arbitrator